

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

EMPLOYEE PAINTERS TRUST
HEALTH & WELFARE FUND, *et al.*,

Plaintiffs,

v.

ETHAN ENTERPRISES, INC., *et al.*,

Defendants.

Case No. C08-0758RSL

ORDER DENYING MOTION TO
DISPUTE APPLICATION FOR
WRIT

This matter comes before the Court on a motion by defendant Gregory Tift to dispute plaintiffs' application for a writ of garnishment against Bank of America to satisfy Tift's indebtedness to plaintiffs. The debt arose from an order of default judgment entered against Tift and two other defendants in another case in this district: Employee Painters' Trust v. Ethan Enterprises, Case No. 3-2904RSM. As a corporate officer, Tift was named individually in that action. The court in that action entered the default judgment on November 29, 2004 in excess of \$1 million, plus post judgment interest, based on unpaid employee benefit contributions. After the judgment was entered, Tift filed a motion to set aside the default, which was denied, a motion for reconsideration and a motion for relief from the judgment, which were also denied. The Ninth Circuit

ORDER DENYING MOTION TO
DISPUTE APPLICATION FOR WRIT - 1

1 Court of appeals denied his subsequent appeal. Tift did not move for rehearing or file an
2 appeal with the Supreme Court.

3 On April 11, 2008, plaintiffs moved for a writ of garnishment, and the Honorable
4 Marsha J. Pechman granted the writ.¹ Tift disputes the application for a writ because he
5 argues that the amount of the judgment is incorrect. However, the amount of the
6 judgment, including liquidated damages and the percentage of post judgment interest, has
7 already been fully litigated. The time to further appeal the judgment or to challenge it on
8 this basis via Fed. R. Civ. P. 60 has passed. Tift also argues that “[p]laintiff has
9 disseminated defendant’s confidential information, Case #2:06-CV-0657 granted
10 defendants (sic) protection order.” Tift’s Motion at p. 2. However, because Tift argues
11 that plaintiffs have violated an order in another case, he must seek relief in that case.

12 Tift also argues, “Plaintiff has not credited dollar amounts from defendant’s
13 insurance companies, Case #05-2-01614-1SEA, \$6,000 was paid to plaintiff.” Tift’s
14 Motion at p. 3. However, Tift has not supported that argument with admissible evidence.
15 Finally, Tift argues that plaintiffs have miscalculated the accrued interest and plaintiffs’
16 motion did not include an explanation of how it was calculated or any documents to
17 support it. Although that argument may have merit, the Court declines to reach it
18 because plaintiffs have moved to dismiss the writ. Tift may renew that argument if
19 plaintiffs file another application for a writ.²

21 ¹ Shortly after the writ was issued, plaintiffs moved to dismiss the writ before it
22 was served because of a clerical error. The motion to dismiss was denied because in the
23 meantime, Tift filed the instant motion.

24 ² Tift vaguely requests that the Court “issue a temporary restraining order or an
25 alternative dispute resolution order against plaintiff.” Tift’s Motion at p. 5. The Court
26 will not consider requests for relief unless they are contained in a motion as set forth in

1 Accordingly, Tift's motion to dispute application for writ (Dkt. #6) is DENIED.

2
3 DATED this 30th day of June, 2008.

4
5
6 

7 Robert S. Lasnik
8 United States District Judge
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23

24 _____
25 Local Rule 7.

26 ORDER DENYING MOTION TO
DISPUTE APPLICATION FOR WRIT - 3